IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

SUIT NO.2723 OF 2007
WITH
NOTICE OF MOTION NO.3944 OF 2007

Pramodkumar. ...Plaintiff.
Vs.
Laxmidevi Makharia & Ors. ...Defendants.
....
Mr. M. P. S. Rao with Mr. Jaydeep Mitra i/b. A.S. Rameshan for the Plaintiff.
Mr.Snehal Shah i/b. M/s. Pillai & Co. for Defendant Nos.1, 3 and 4.
Mr. Snehal Shah and Mr. V.A. Goel i/b. A.K. Goel for Defendant Nos.2, 5 and 10.
Mr. N. Janardhanan i/b. Narayanan & Narayananfor Defendant Nos.8 and 9.
.....

CORAM :DR.D.Y.CHANDRACHUD, J.
December 5, 2007.

P.C.:

The parties have informed the Court that the suit has been settled. Consent Terms signed by the parties and by their Advocates are tendered, taken on record and marked “X”.

A draft amendment has been tendered which is not opposed by either of the parties. The amendment is allowed in terms

of the draft handed in and marked “X-1”. The amendment shall be carried out within one week from today.

In terms of the Consent Terms a declaration furnished by Bhuvaneshwari Pramodkumar Makharia, the wife of the Plaintiff, dated 5th December 2007 is taken on record and marked “X-2”. The undertakings contained in the Consent Terms are accepted. There shall be a decree in terms of the Consent Terms.

Learned Counsel desire that the Court should record that payment has been made in pursuance of the Consent Terms by the Second Defendant to the Plaintiff.

Refund of the Court fees, if any, as per the rules.

In view of the fact that the suit has been settled, the Notice of Motion does not survive. The Notice of Motion is accordingly disposed of.